

Dubuque County / Teamsters Local 421 (Roads)

2007-2008
CEO 222
SECTOR 2

Before the Arbitrator Nancy D. Powers

In the Matter of:
Dubuque County,
Employer

Fact-finder's Recommendations

And

Teamsters, Local 421, Union

Date: April 25, 2008

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Appearances

For the Union: Andrea F. Hoeschen
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For the Employer: Mary Ann Specht
Personnel Director
Dubuque County
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Dubuque, IA 52001

Statement of Jurisdiction

Dubuque County and Teamster's Local 421 have engaged in collective bargaining for a 2008-2010 contract. After reaching impasse, the parties sought Fact-finding to assist in the resolution of their outstanding issues. The undersigned was selected from a list of fact-finders provided by the Iowa PERB.

A hearing was held on April 14, 2008 at the Fire Training Center Administrative Building in Dubuque, Iowa. Both parties had an opportunity to present evidence and arguments in support of their respective positions.

Statement of the Issues at Impasse

1. Wages
2. Health Insurance
3. Personal Days
4. Leave of Absence
5. Cell phones

The parties filed a request for a negotiability determination with the PERB over whether the Union's proposal on leaves was a mandatory subject of bargaining. The recommendation is contingent upon the PERB's determination of the matter.

Relevant Statutory Provisions

20.21 Fact-finding.

If the impasse persist ten days after the mediator has been appointed, the board shall appoint a fact-finder representative of the public, from a list of qualified persons maintained by the board. The fact-finder shall conduct a hearing, may administer oaths, and may request the board to issue subpoenas. The fact-finder shall make written findings of facts and recommendations for resolution of the dispute and, not later than fifteen days from the day of appointment, shall serve such findings on the public employer and the certified employee organization.

The public employer and the certified employee organization shall immediately accept the fact-finder's recommendation or shall within five days submit the fact-

finder's recommendations to the governing body and members of the certified employee organization for acceptance or rejection. If the dispute continues ten days after the report is submitted, the report shall be made public by the board.

Section 20.22. Binding Arbitration.

9. The panel of arbitrators shall consider, in addition to any other relevant factors, the following factors:

a. Past collective bargaining contracts between the parties including the bargaining that led up to such contracts.

b. Comparison of wages, hours and conditions of employment of the involved public employees with those of other public employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved.

c. The interests and welfare of the public, the ability of the public employer to finance economic adjustments and the effect of such adjustments on the normal standard of services.

d. The power of the public employer to levy taxes and appropriate funds for the conduct of its operations.

Background Information

Dubuque County, located on the eastern border of Iowa, has an estimated population of about 92,000. There are 21 cities in the County with Dubuque (a population of 57,686) as the largest. The County employs 363 full-time, 93 part-time and 18 seasonal workers.

The County provides services to citizens through the Health Department, a geriatric nursing home and residential facility for the

chronically mentally ill, county conservation services, law enforcement and jail services, library services and secondary roads services.

Dubuque County has five collective bargaining units: Assistant County Attorneys, Sunnycrest Manor, Secondary Roads, Deputy Sheriff, Courthouse and Library clerical.

Non-represented employee's wages are set by the Board of Supervisors. Elected officials and their deputies salaries are set by the Board with input from the Iowa Compensation Board process.

The County currently provides fully-paid health insurance to the employees of the bargaining unit through three different plans. Two plans are virtually identical HMOs and one plan is an indemnification policy. The only contribution employees make is a \$10 co-pay for doctor's visits, \$75 for emergency room visits and \$100 for hospitalization. Drug co-pays are \$10 for generic drugs and \$15 for non-generic drugs. The indemnification plan has a deductible.

Positions of the Parties

Position of the Union:

1. Article 10 Wage Plan

July 1, 2008 increase wages 4%.
July 1, 2009 increase wages 4%.

July 1, 2010 increase wages 3.5%.

2. Article 17 Insurance.

Dubuque County continues to provide and pay full cost of the Insurance Premium for the life of this Agreement. Dubuque County re-establishes the Health Insurance Committee to actively pursue cost savings within the plans.

3. Article 19 Personal Days

Increase personal days by 1 additional day per year. Total of 4 days per year.

4. Article 20 Leaves of Absence

Section C. The first time that an employee suffers the loss of his/her driving privileges under the DOT Rules, such employee may request and be granted a leave of absence until such time as their driving privileges have been restored. In no case shall the leave of absence be greater than 18 months. During such leave the employee will not suffer any loss of seniority and will be allowed to bid on any vacancy within the County. If the employee bids on and receives an opening through the bidding procedure he/she will be allowed to either stay in that position at the end of the leave or may return to his/her former position at the County Highway Department. If the employee opts to remain in the new position they shall forfeit all seniority in their former position.

5. Article 26 Rules and Regulations.

Section 9. Dubuque County pays each employee who uses their personal cell phone for County business the sum of \$15.00 per month.

Position of the County

1. Dubuque County proposes a three year contract with a 3% wage increase each fiscal year.
2. Dubuque County proposes to implement an 8% employee cost share for health and dental premiums to be deducted through payroll deduction.

3. Dubuque County is opposed to the Teamsters proposal of the addition of a personal day for this bargaining unit.
4. Dubuque County is opposed to the Teamster proposal to allow a mandatory 18 month leave for an employee who has their Iowa Driver's license suspended or revoked by the Iowa Department of Transportation.
5. Dubuque County is opposed to the Teamster proposal for personal cellular telephone reimbursement.

Findings of Fact and Recommendations

The fact-finder is directed to make a recommendation which will be acceptable to the parties and help resolve the collective bargaining dispute. Arbitrators are directed by statute to consider the criteria listed in Section 20.22(9) in selecting final offers. It is with these criteria in mind as a fact-finder that I make the following findings and recommendations.

1. Wages

The secondary road employees are about in the middle of the comparability group of the ten largest counties (used by both parties). There was no argument that the group has fallen behind, or risen above the comparability group, such that the pattern established should be altered.

There is no internal wage pattern. The only internal group which has settled is that of the nursing home. The County has not offered a quid pro

quo to obtain a change in other contract benefits. Thus, a wage increase that is along with the trend of the comparability group is called for.

Settlements in the comparability group are : Polk County 4%, Linn County 3.75%, Pottawattamie County 3.5% and Johnson and Scott Counties at 3.25%. Black Hawk, Clinton, Woodbury and Story have not settled as of this date.

Recommendation.

A wage increase of 3.25% for each of the three years is recommended.

2. Health Insurance

Both parties acknowledged that health insurance was a critical issue. There is no doubt that employee contributions to health insurance are a growing trend. Dubuque provides a generous health insurance benefit to employees. All of the other counties in the comparability group require employee cost-sharing in one way or another. The parties should analyze and negotiate a way for employees to shoulder part of the premium burden. Having employees share the cost of insurance may keep the insurance costs from rising so precipitously.

However, the County has made no attempt to bring the employees into the discussion of reducing insurance costs this year. In 2006, a joint committee made recommendations to the County Board

which were adopted and reduced insurance costs. The County should use this process again, if it wants to make insurance changes.

Usually an employer offers a "quid pro quo" for making such a major change. There is nothing in the record which indicates the County has done so in this case.

Additionally, the County's health insurance premiums are projected to increase 4.49% for 2009, not a growth that would persuade me to recommend a change.

Recommendation

I recommend no change in the parties' health insurance article.

3. Personal Day

The Union proposed adding an additional personal day. They provided no persuasive rationale for this addition. The only other bargaining unit of the County with four days is the Sunnycrest group. The comparability group has an average of 2.61 days and a range from 0 to 7 days. The record does not support a change.

Recommendation

I recommend no change in the contract.

4. Leaves of Absence

The Union proposed this new leave, but can provide no support for the provision. There is no evidence that this has been a problem or that any other County in the comparability group has the benefit.

Recommendation

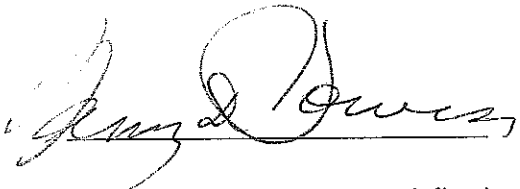
I recommend no change in the contract.

5. Cellphone use

The Union proposed this new provision. There is evidence that employees are using their personal cellphones while they are working. With current cellphone packages, this may not be any cost to employees and may be to the employee's benefit as well as the employer's, to use a cellphone. The County has not required employees to use their cellphones and has provided cellphones for some employee's use. It has the discretion to provide snowplow drivers phones as well.

Recommendation

I recommend no change in this article.

A handwritten signature in black ink, appearing to read "Nancy D. Powers", written over a horizontal line.

Nancy D. Powers, Fact-finder

Dated April 25, 2008


Dubuque Co/Teamster 401 Secondary Roads

222/2

CERTIFICATE OF SERVICE

I certify that on the 3 day of May, 2008, I served the foregoing Report of Fact Finder upon each of the parties to this matter by (personally delivering) (X mailing) a copy to them at their respective addresses as shown below:

I further certify that on the 3 day of May, 2008, I will submit this Report for filing by (personally delivering) (X mailing) it to the Iowa Public Employment Relations Board, 510 East 12th Street, Suite 1B, Des Moines, IA 50319.


Nancy D. Powers Fact-Finder
(Print name)

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